



**ELECTRONIC PARTNERING/CONFIDENTIALITY  
AGREEMENT (SECOND INJURY FUND)**

In order for your company to receive and file the Second Injury Fund Quarterly Report Forms electronically, you must submit, via facsimile transmission, a completed and signed Electronic Partnering/Confidentiality Agreement to the Division. Attn: SIF Surcharge Collection Unit at 573-522-1623.

**ELECTRONIC PARTNERING/CONFIDENTIALITY AGREEMENT**

This system is designed to enable the Trading Partner to receive and file the Second Injury Fund Surcharge Quarterly Report Forms directly with the Division using the web-enabled process. There is no fee charged for using this service.

**Trading Partner:** Throughout this agreement, the trading partner means the commercial insurance company, self-insured employer, group trust, or third-party administrator.

**Objective:** The objective is to test, initiate, implement, maintain the reports, and the collection of the Second Injury Surcharge from the trading partner through electronic filing, based upon the requirements and as further explained on the Division's website. The Trading Partner agrees that the objective is lawful and performance hereunder shall be deemed to be the complete performance of its obligation under any laws or regulation governing such objective. This agreement fulfills the requirement on the part of the Trading Partner to file the quarterly Second Injury Fund Surcharge reports with the Division. Companies reporting zeroes or having credit balances are not required to send a copy of their quarterly report forms through the mail to the Division.

**Confidentiality:** Trading Partner understands and agrees that any and all information from or relating to the Second Injury Fund Surcharge Reports and the Missouri Division of Workers' Compensation databases shall be kept privileged and confidential. Trading Partner understands that any information contained in or derived from, any Missouri Division of Workers' Compensation Second Injury Fund Surcharge Report Form, shall not be disclosed to any party unauthorized to receive such information. Trading Partner is subject to the provisions of Chapter 287, RSMo.

**Database Security:** Trading Partner understands and agrees that no unauthorized data shall be entered, nor any unauthorized changes made to data or disclose any information without prior authorization. Trading Partner understands and agrees that they shall not tamper with any record and has been informed that to do so is a criminal offense which could result in being charged with Tampering with Public Record, also a Class A misdemeanor, under §575.110, RSMo. Trading Partner further understands and agrees that it is a crime to tamper with the computer data or knowingly or without reasonable grounds to believe that he has authorization to modify or destroy data in the computer system; to disclose or take data residing in the computer system or computer network; disclose or take id number, access code, contact's email address, or other confidential information about the computer system or network; or to receive or disclose data that is obtained in violation of §569.095, RSMo. Said section makes tampering with computer data a Class A misdemeanor, and if committed under certain circumstances to defraud or obtain property for \$150 or more, the charge will be a Class D felony.

**Failure to Comply:** Trading Partner understands that any violation by an insurer will be referred to the Director of the Department of Insurance, Financial Institutions and Professional Registration pursuant to §§287.360 and 287.940 RSMo, and that any violation by a self-insured employer or group trust will be investigated by the Division's Fraud Unit pursuant to §§ 287.280 and 287.128 RSMo.

---

**ELECTRONIC PARTNERING/CONFIDENTIALITY AGREEMENT (SECOND INJURY FUND)**

I have read and understand all of the above information. I am the duly authorized representative responsible for filing the Second Injury Fund Quarterly Surcharge Report forms with the Division. Under penalty of perjury all information I provide below is true and accurate to the best of my knowledge

\*Contact Name and Title: \_\_\_\_\_

\*Contact Telephone Number: \_\_\_\_\_

\*Contact Fax Number: \_\_\_\_\_

\*Contact E-mail Address: \_\_\_\_\_

\*Contact Address: \_\_\_\_\_

\*Name of Company: \_\_\_\_\_

\*NAIC/WI/WG #: \_\_\_\_\_

\*Company Address: \_\_\_\_\_

\*Is this a NEW contact?    ☐ Yes    ☐ No

\*If this is a NEW contact, should the previous contact be inactivated?    ☐ Yes    ☐ No

\*Signature: \_\_\_\_\_

\*Date: \_\_\_\_\_

Asterisk \* denotes the required fields  
**Please keep a copy for your records.**